



CHAIN OF TITLE DOCUMENTS

Application No.: 09/477,943
Filed: January 5, 2000
Title: **Planar Optical Image Sensor and System for Generating an Electronic Image of a Relief Object for Fingerprint Reading**
Inventors: Je-Hsiung Lan, et al.

Chain of Title Documents:

- A. Inventors assignment of parent application/patent to Who? Vision Systems, Inc., dated December 7, 1999; December 9, 1999; and January 5, 2000, recorded at reel/frame 010517/0675.
See Exhibit A: a copy of the Notice of Recordation of Assignment Document.
- B. Who? Vision Systems, Inc. changed its name to Ethentica, Inc., dated June 26, 2000.
See Exhibit B: a true copy of the recorded amendment to the certificate of incorporation effecting the name change.
- C. Ethentica, Inc. purchase agreement with Topspin Partners, LP, dated February 7, 2002.
See Exhibit C: a true copy of the Asset Purchase Agreement.
- D. Ethentica, Inc. assignment to Security First Corp., dated February 22, 2002.
See the following exhibits:
Exhibit D: a true copy of an Order, dated February 13, 2002, approving the sale of assets, U.S. Bankruptcy Court for debtor Ethentica, Inc., Chapter 11 proceeding.
Exhibit E: a true copy of an executed Purchase Agreement between Ethentica, Inc. and Security First Corporation, dated February 22, 2002.
Exhibit F: a true copy of an assignment of rights from Topspin Partners LP to Security First Corp., dated February 22, 2002.

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W HOVIS 74A
SRK/ MOH



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

APRIL 11, 2000

PTAS
KNOBBE, MARTENS, OLSON & BEAR, LLP
JOHN R. KING
16TH FLOOR
620 NEWPORT CENTER DRIVE
NEWPORT BEACH, CA 92660



101258175A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/05/2000

REEL/FRAME: 010517/0675
NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
LAN, JE-HSIUNG

DOC DATE: 12/07/1999

ASSIGNOR:
JOHNSON, SHAWN VAL

DOC DATE: 12/09/1999

ASSIGNOR:
DOUGLAS, JAMES W.

DOC DATE: 01/05/2000

ASSIGNEE:
WHO? VISION SYSTEMS, INC.
100 NORTH POINTE DRIVE
LAKE FOREST, CALIFORNIA 92630

SERIAL NUMBER: 09477943
PATENT NUMBER:

FILING DATE: 01/05/2000
ISSUE DATE:

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010517/0675 PAGE 2

SHAREILL COLES, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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JUN. 26. 2000 1:17PM

NO. 001 P. 2/3

**CERTIFICATE OF AMENDMENT
to the
CERTIFICATE OF INCORPORATION
Of
WHO? VISION SYSTEMS, INC.**

Who? Vision Systems, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), does hereby certify:

FIRST: That by written consent of the board of directors dated June 11, 2000 a resolution was duly adopted setting forth a proposed amendment to the Certificate of Incorporation of the Company, declaring said amendment to be advisable and calling for consideration of said proposed amendment by the stockholders of the Company entitled to vote. The resolution setting forth the amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this Company be amended by changing Article I thereof so that, as amended, said Article shall be and read as follows:

ARTICLE I. The name of the corporation is Ethentica, Inc.

SECOND: That, pursuant to the resolution of the board of directors, the proposed amendment was approved by a majority of the stockholders of the Company entitled to vote by written consent dated June 26, 2000.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this Certificate to be executed on this 26th, day of June, 2000

WHO? VISION SYSTEMS, INC.

By: /s/ John Van Zandt
John Van Zandt, Vice President

f:\partners\who\vision\charter-corporate\cert of amendment name change

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 06/26/2000
001324598 - 2773257

ASSET PURCHASE AGREEMENT

by and between

ETHENTICA, INC., DEBTOR AND DEBTOR-IN-POSSESSION

as the Seller

and

TOPSPIN PARTNERS, LP

or its designee or assignee

as the Buyer

Dated as of February 7, 2002

Schedules

Schedule 1.0	Inventory
Schedule 2.0	Furniture, Fixtures and Equipment
Schedule 3.0	Computer Assets
Schedule 4.0	Domain Rights
Schedule 5.0	Intellectual Property Rights
Schedule 6.0	[Intentionally Omitted]
Schedule 7.0	[Intentionally Omitted]
Schedule 8.0	Assigned Contracts
Schedule 9.0	[Intentionally Omitted]
Schedule 10.0	Accounts Receivable
Schedule 11.0	[Intentionally Omitted]
Schedule 12.0	[Intentionally Omitted]
Schedule 13.0	[Intentionally Omitted]

THIS ASSET PURCHASE AGREEMENT, dated as of February 7, 2002, this "Agreement"), is made by and between Ethentica, Inc., Debtor and Debtor-In-Possession, a Delaware corporation (the "Seller"), and Topspin Partners, LP, a Delaware limited partnership, or its designee or assignee in accordance with Section 14.4 hereof (the "Buyer").

RECITALS

WHEREAS, the Seller is a provider of authentication products and security software services required for Internet commerce and communications (the "Business");

WHEREAS, the Seller filed a voluntary petition for relief commencing a case (the "Chapter 11 Case") under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. Sections 101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Central District of California ("Bankruptcy Court"), assigned case number 01-14523 JB (the "Chapter 11 Case");

WHEREAS, on November 16, 2001, Buyer and Seller executed a Letter of Intent under which Buyer declared an interest in conducting due diligence with respect to the Business and, the acquisition of substantially all of the assets of the Seller subject to execution of an asset purchase agreement;

WHEREAS, Buyer desires to purchase substantially all of the assets of the Seller related to the Business and assume certain executory contract or contracts to which the Seller is a party (and to assume the liabilities of Seller relating thereto), upon terms and conditions acceptable to Buyer in its sole and absolute discretion, and the Seller desires to sell, convey, assign and transfer to Seller, substantially all of the assets and properties related to the Business, free and clear of all liens, claims and encumbrances except for certain limited obligations and liabilities

which may be assumed by Buyer upon terms and conditions acceptable to Buyer in its sole and absolute discretion, all in the manner and subject to the terms and conditions set forth herein and in accordance with Sections 363, 365 and 105 and other applicable provisions of the Bankruptcy Code;

WHEREAS, the assets to be sold by Seller to Buyer pursuant to the terms of this Agreement (the "Assets") will be sold pursuant to an order of the Bankruptcy Court approving such sale, under Bankruptcy Code Section 363, free and clear of all liens, claims and encumbrances against the Assets, except for any cure damages which may be assumed by Buyer upon terms and conditions acceptable to Buyer in its sole and absolute discretion, subject to the determination/allowability of such amounts by the Bankruptcy Court, pursuant to the Bankruptcy Code, which amounts must be acceptable to Buyer in its sole and absolute discretions

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I:

PURCHASE AND SALE OF ASSETS

1.1 Description of Assets. Pursuant to Sections 363 and 365 of the Bankruptcy Code and on the terms and subject to the conditions precedent set forth in this Agreement, at the Closing (as hereinafter defined), the Seller shall sell, assign, transfer, convey, and deliver to the Buyer, and the Buyer shall purchase and accept from Seller, all of the Seller's rights, title, and interests in, to and under all of the following assets, property, rights and claims of the Seller related to the Business, wherever located, real, personal or mixed, whether tangible or intangible, owned, held or used in the conduct of the Business by the Seller as the same shall exist on the

Closing Date (as hereinafter defined), free and clear of all liens, claims, encumbrances and other interests in property as set forth in Section 363 of the Bankruptcy Code (collectively, the "Assets"):

The Assets shall include, without limitation:

- (a) all inventory of raw materials, work in process and finished goods of Seller, and all inventory of packaging and shipping supplies wherever located, as identified on Schedule 1.0 ("Inventory");
- (b) all machinery, equipment, vehicles, furniture, fixtures, supplies, accessories, spare parts, tools and other items of tangible personal property, with all assignable warranty rights and operating manuals and keys relating thereto as identified on Schedule 2.0 ("FFE");
- (c) all computers, software, and related property associated with the operation of the Business as identified on Schedule 3.0 ("Computer Assets");
- (d) Seller's internet domain name and all other rights of any kind associated with Seller's on-line business, including, to the extent assignable, all rights with respect to internet service providers, third party linking sites and all rights of Seller to owned and/or licensed proprietary, customized and mass market computer software and all computer hardware appropriate for the continued operation of Seller's on-line business as identified on Schedule 4.0 ("Domain Rights");
- (e) all of Seller's patents, patent applications and patent disclosures; all inventions (whether or not patentable and whether or not reduced to practice); all trademarks, service marks, trade dress, trade names and corporate names (including without limitation the name "Ethentica") and all the goodwill associated therewith; all registered and unregistered statutory and common law copyrights; all registrations, applications, renewals or common law rights for

any of the foregoing; all trade secrets, confidential information, ideas, formulas (whether developed or under development), know-how, manufacturing and production processes and techniques, research information, specifications, designs, plans, improvements, proposals, technical and computer data, documentation and software, financial, business and marketing plans, customer and supplier lists and related information, marketing materials, employee training materials, and product ideas under development (including those related to future promotions and product launches); to the extent transferable, all license rights with respect to intellectual property of third parties; to the extent transferable, all of Seller's rights under all confidentiality agreements, non-disclosure agreements, invention assignment agreements and similar agreements executed between Seller and any employee, consultant or agent of Seller or any other third party with respect to any intellectual property right of Seller described in this Section, and all other intellectual property rights of Seller as identified on Schedule 5.0 (together with the Domain Rights, the "Intellectual Property Rights");

(f) Seller's catalogs, price lists, mailing lists, subscription lists, customer and supplier lists and all other information as to sources rights of any kind associated with its merchandising business, including, without limitation, all databases containing such information, that pertain to or are necessary to operate the Business and, to the extent assignable, all owned and/or licensed proprietary, customized and mass market computer software and all computer hardware (the "Mailing Lists");

(g) copies of books and records, correspondence, files and computer programs and data and databases relating to the Business reasonably required by the Buyer (the "Data Bases");

(h) any of the Seller's executory contracts that the Buyer seeks to assume and Seller shall seek to assume and assign to Buyer pursuant to Bankruptcy Code Section 365, as identified on Schedule 8.0 (the "Assigned Contracts").

(i) All records and files pertaining to Seller's business, customers and suppliers, including, without limitation, all supplier, vendor, customer and agency lists, all sales data (including retail prices, product costing and product movement), correspondence with customers, customer files and account histories, and records of purchases from and correspondence with suppliers, but not including the corporate minute books of Seller (the "Customer Records").

(j) Any and all other Assets of the Business which are not specifically identified at paragraphs 1.1(a)-1.1(i) above and which are not designated as Excluded Assets under paragraph 1.2(i) through 1.2(viii) below.

1.2 Excluded Assets. Seller shall not sell, and Buyer shall not purchase, any of the following assets of Seller:

(i) trade and other accounts receivable, notes receivable and other rights to payment of money, including collections on employee advances and security deposits identified on Schedule 10.0 ("Accounts Receivable").

(ii) any of the rights of the Seller under this Agreement;

(iii) any rights of the Seller's bankruptcy estate under the Bankruptcy Code, including, but not limited to any avoidance actions ("Avoidance Actions"), but excluding any rights in, to, or relating to any of the Assets;

(iv) any and all claims for damages against third-parties arising on or before the Closing Date ("Damage Claims"), except for claims in, to, or relating to the Assigned Contracts;

(v) any contracts, agreements, instruments or licenses that are not Assigned Contracts;

(vi) the corporate charter, taxpayer and other identification numbers, seals, minute books, stock transfer books and other documents relating to the organization and existence of the Seller;

(vii) the Seller's director and officer liability insurance, including any and all rights relating to and arising thereunder; and

(viii) cash and cash equivalents (the Debtor represents that it has no cash and will not have any cash at Closing)

1.3 Purchase Price. The aggregate consideration to be paid by Buyer for the purchase of the Assets shall be (i) the payment of six hundred thousand United States dollars (\$600,000.00) to the Debtor, to be paid in cash or by wire transfer of immediately available funds at Closing, plus (ii) any and all amounts required to cure any prepetition defaults under the Assigned Contracts which cure amounts shall be paid directly by Buyer to the parties to the Assigned Contracts; the cure amounts and the terms and conditions of payment of same must be acceptable to Buyer in its sole and absolute discretion (the "Purchase Price"). Any deposit provided by Buyer to Seller under the terms and conditions of the Letter of Intent, or otherwise, shall be credited against the Purchase Price; if this Agreement is terminated pursuant to Section 13.1 hereof, any such deposit shall be returned to Buyer.

1.4 Purchase Price Allocation. Prior to the Closing, Buyer shall set the fair market values of the Assets of Seller and Seller shall use its best efforts to agree upon such values so as to execute with Buyer a joint certificate reflecting the same. The Purchase Price shall be allocated for all reporting purposes (including financial accounting and federal and state income tax purposes) in accordance with the individual fair market values of the Assets as set forth on such joint certificate. Neither Buyer nor Seller shall take a position in any report, statement or return required to be filed under any tax provision, or examination or other administrative or judicial proceeding that is inconsistent with such allocation.

1.5 Cure Costs. The Seller shall pay or otherwise discharge necessary costs of cure to achieve assumption and assignment of the Assigned Contracts (the "Cure Costs"), which Cure Costs must be agreed to between the Buyer and the contracting parties to the Assigned Contracts, prior to the hearing on the sale motion, to be conducted on February 13, 2002 at 10:00 a.m. All Cure Costs will either (i) be agreed upon by the Seller and each party entitled to receipt of a cure payment, or (ii) be determined by the Bankruptcy Court, in accordance with the Sale Order or such other order approving the assumption and assignment of an executory contract or unexpired lease. In the event that any Cure Cost allowed by the Bankruptcy Court is not acceptable to Buyer in its sole and absolute discretion, this Agreement shall be void and any deposit paid hereunder shall be returned to Buyer.

1.6 As-Is/Where-Is Sale. The Seller (which, for purposes of this Section 1.6 and Section 1.7, includes officers, directors and other representatives of Seller, including its and

their attorneys), makes no representation or warranty with respect to the Assets, the Assigned Contracts, the Assumed Liabilities or the Business express or implied, including any implied representation or warranty as to the condition, merchantability, suitability or fitness for a particular purpose of any of the Assets, and it is understood that, except for the express covenants of the Seller contained in this Agreement, the Buyer takes the Assets on an "as is" and "where is" basis.

1.7 Release. On the Closing Date, the Buyer shall release the Seller's current officers, directors and shareholders, from any and all claims, actions, causes of action and liabilities of any type related to actions taken or omitted by such persons in such capacities (whether known or unknown, whether disputed or undisputed, whether fixed or contingent, whether liquidated or unliquidated), other than claims for intentional misstatements or intentional omissions of material fact related solely to this Agreement or the transactions contemplated hereby. Nothing herein shall release the Seller from any claims that the Buyer may have against the Seller for a breach of this Agreement or the transactions contemplated hereby. The Buyer shall not file a claim in the Chapter 11 Case prior to the bar date order, except for any claim arising from the Seller's breach of this Agreement or the transactions contemplated thereby.

ARTICLE II:

ASSUMED LIABILITIES

2.1 Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Buyer shall assume from the Seller and thereafter pay, perform or discharge in accordance with their respective terms the following liabilities (the "Assumed Liabilities"):

(a) all of the Seller's ordinary course obligations for goods and/or services relating to or arising from the Assets, the Assigned Agreements and/or the Business incurred on or after the Closing Date;

(b) all of the Cure Costs and any obligations and liabilities arising under and related to the Assigned Agreements incurred on or after the Closing Date; and

(c) except as specifically provided for herein to the contrary, any obligation or liability for sales, use and other federal, state, local and/or other taxes attributable to the period beginning on or after the Closing Date.

ARTICLE III:

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

3.1 Status of Buyer.

(a) Corporate Existence and Status. Buyer is a limited partnership duly organized, entitled to conduct business and validly existing in good standing under the laws of the State of Delaware.

(b) Authorization.

(i) Buyer has the right, power and authority to enter into this Agreement and to consummate the purchase of the Assets and the other transactions contemplated by, and otherwise to comply with and perform its obligations under, this Agreement;

(ii) The execution and delivery by Buyer of this Agreement, and the consummation by Buyer of the purchase of the Assets and the other transactions contemplated by, and other compliance with and performance of its obligations under, this Agreement have been duly authorized by all necessary company action on the part of Buyer in compliance with governing or applicable agreements, instruments or other documents (including its charter documents (as amended)) and applicable law; and

(iii) This Agreement constitutes the valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

(c) Absence of Violations or Conflicts. The execution and delivery of this Agreement and the consummation by Buyer of the purchase of the Assets and the other transactions contemplated by, or other compliance with or performance under, this Agreement do not and will not with the passage of time or giving of notice or both, constitute a violation of, be in conflict with, or require any consent under, (i) any contract, agreement, commitment, undertaking or understanding to which Buyer is a party or to which it or any of its assets or properties are subject or bound, (ii) any judgment, decree or order of any governmental authority to which Buyer or any of its properties are subject or bound, (iii) any applicable law, or (iv) any governing or applicable agreements, instruments or other documents (including its charter documents (as amended)).

(d) No Governmental Consents Required. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority on the part of Buyer is required in connection with its execution or delivery of this Agreement or the consummation of the purchase of the Assets and the other transactions contemplated by, or other compliance with or performance under, this Agreement by Buyer, except for filings with the Bankruptcy Court, including the obtaining of the Sale Order.

3.2 Disclosures Generally. No representation or warranty by Buyer in this Agreement or in any Schedule, certificate or other agreement, instrument or document furnished or to be furnished to Seller pursuant to this Agreement or in connection with the purchase of the Assets or any of the other transactions contemplated by this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact, necessary to make the statements herein or therein not misleading.

ARTICLE IV:

REPRESENTATIONS AND WARRANTIES OF SELLER

4.1 Schedules. Seller has based its best efforts in the preparation of the Schedules and, to the best of Seller's knowledge, the Schedules are true, accurate and complete.

4.2 Notice to Creditors and Parties In Interest. Seller has provided due and adequate notice of the transaction contemplated by this Agreement to all creditors and parties in interest, who are/were entitled to receive such notice in its Bankruptcy Case so that all such creditors and

parties in interest have been afforded an opportunity to appear and be heard with respect to the terms and conditions of the sale contemplated herein.

4.3 No Adverse Claims. There are no creditors or parties in interest of Seller's Bankruptcy Case who, following entry of the Sale Order, shall have any rights, claims or interest in the Assets.

ARTICLE V:

MANDATORY CONDITIONS TO CLOSING

- 5.1 On or before the Closing, the following conditions must be satisfied:
- (a) entry of the Sale Order;
 - (b) the Purchase Price Allocation pursuant to paragraph "1.4" shall be agreed to between the Buyer and Seller;
 - (c) all Schedules hereto shall be prepared by the Seller and accepted by the Buyer;
 - (d) the terms and conditions upon which the Assigned Contracts shall be assumed by the Buyer shall be agreed to in writing between the Buyer and the contracting parties to such Assigned Contracts, upon terms and conditions acceptable to Buyer in its sole and absolute discretion.
 - (e) Buyer shall have completed its due diligence review of the Business and shall be satisfied with such review in Buyer's sole discretion;

(f) Buyer shall have executed written agreements to Buyer's satisfaction and in Buyer's discretion, with creditors of Seller deemed necessary by Buyer for the operation of the Business following the Closing Date, including without limitation the following: Tality/Cadence, Philips, ESM, Phoenix, Computer Associates, Omni Electronics, Jon La Freniere and Stephen Rowley.

5.2 In the event any of the conditions to Closing are not satisfied prior to the Closing, Buyer may unilaterally terminate this Asset Purchase Agreement and, Seller shall return to Buyer any deposit tendered in connection with same.

ARTICLE VI:

CLOSING AND CLOSING DATE

The closing of the sale of Assets and other transactions contemplated by this Agreement (the "Closing") shall take place at the office of Winthrop Couchot Professional Corporation, general insolvency counsel to the Debtor, in Newport Beach, California, commencing at 10:00 a.m., Pacific Standard time on February 14, 2002 or such other date following entry of the order of the Bankruptcy Court in form and substance acceptable to Buyer in its sole and absolute discretion approving the sale transaction set forth in this Agreement (the "Sale Order"); however, in no event shall the Closing take place later than February 28, 2002. The date of the Closing shall be referred to as the "Closing Date". Nothing contained herein shall prevent the parties to this Agreement from Closing at an earlier date mutually agreed to by the parties.

ARTICLE VII:

COVENANTS OF SELLER

- 7.1 Conduct of Business by Seller Pending the Closing. Prior to the Closing Date, Seller shall conduct its business in accordance with its obligations as a debtor-in-possession under the Bankruptcy Code. Except as otherwise contemplated under this Agreement or ordered by the Bankruptcy Court, from the date hereof until the Closing Date, without the prior written consent of Buyer, the granting of which shall be subject to Buyer's sole and absolute discretion, Seller shall refrain from selling, assigning, licensing, leasing, transferring or otherwise disposing of in whole or in part any of the Assets.
- 7.2 Affirmative Covenants. Subject to any conflicting obligation imposed on Seller as a debtor-in-possession under the Bankruptcy Code, from the date hereof to the Closing Date, Seller shall:
- (a) Maintain, consistent with Seller's post-petition past practice, the Assets in good repair, order and condition, reasonable wear and tear excepted, and use its best efforts to preserve its possession and control of all of the Assets;
 - (b) Allow, at all reasonable times up to and including the Closing Date, Buyer's employees, attorneys, auditors, accountants and other authorized representatives, reasonable access to the facilities, plants, properties, books, records, documents and correspondence of Seller, in order that Buyer may conduct such investigation as it may desire of Seller's business; and
 - (c) Use good faith best efforts to comply with all applicable laws relating to the conduct of Seller's business.

7.3 Consents and Closing Conditions. Seller shall use its best efforts to take such actions as may be appropriate in order to fulfill the closing conditions contained herein which are reasonably within its control,

7.4 Bankruptcy Court Approvals.

(a) Sale Procedures.

(i) Seller has (a) duly noticed a hearing upon and filed a motion (the "Sale Motion") with the Bankruptcy Court requesting an order of the Bankruptcy Court approving of the sale of Assets (the "Approval Hearing"); and (b) obtained an order of the Bankruptcy Court setting the procedures for bidding on the assets of the Seller ("Bidding Procedures Order"). The Approval Hearing is currently scheduled to take place on February 13, 2002 at 10:00 a.m., Pacific Standard Time, before the Bankruptcy Court. Seller shall provide Buyer and its counsel with a copy of any subsequent relevant motion or pleading filed, with the Bankruptcy Court so that Buyer may participate in any hearings before the Bankruptcy Court.

(ii) To the extent Buyer is not the successful purchaser of the Assets at the Approval Hearing and another person/entity purchases the Assets of the Seller at the Approval Hearing, Buyer shall be entitled to be (a) reimbursed any deposits of the Purchase Price provided to Seller, and (b) to be paid the "Overbid" and/or "Topping Fee" in the amount of \$25,000, as set forth in the Letter of Intent between the parties dated November 16, 2001.

(b) Court Approval of Sale. Pursuant to the Sale Motion, the Seller has requested entry of a Sale Order which (i) approves the sale of the Assets to Buyer on the terms and conditions set forth in this Agreement and authorizes Seller to proceed with this

transaction; (ii) includes a specific finding that Buyer is a good faith purchaser of the Assets; and (iii) states that the sale of the Assets to Buyer shall be free and clear of all interests in the Assets of any entity other than Seller's estate, including but not limited to all claims, liens and encumbrances of any nature, kind or description. Seller shall use its best efforts to obtain entry of the Sale Order. Upon the Closing, all of the Assets shall be transferred to Buyer, and Buyer shall then take title to the Assets, with such transfer(s) to be made, and title to be taken, free and clear of all claims, liens, mortgages, security interests, charges, encumbrances, taxes, obligations, assessments, covenants, title defects, pledges, encroachments, as well as any other interest or burden of any kind (collectively, "Claims"), and any valid Claims to attach to the proceeds. In the event that any of Seller's creditors or parties-in-interest, including, but not limited to, governmental units, parties to executory and other contracts, equity security holders, administrative expense claimants, and former or current employees (collectively, "Creditors") or any other Entity (as that term is defined in the Bankruptcy Code) asserting and/or holding a Claim against or interest in the Assets has not delivered to Seller documents releasing all such claims or other interests, the Sale Order shall authorize and direct Seller to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Assets. Pursuant to the Sale Order, after the Closing, Buyer shall not be successor to Seller, and no successor liability shall attach to Buyer by reason of the purchase of the Assets.

ARTICLE VIII:

COVENANTS OF BUYER

8.1 Consents and Closing Conditions. Buyer shall use its best efforts to obtain such consents from third parties and to take other actions as may be required in order to fulfill the closing conditions contained herein which are reasonably within its control.

8.2 Access to Records. After the Closing Date and upon reasonable prior notice to Buyer, Buyer shall permit Seller, at Seller's expense during normal business hours, to have reasonable access to such of the former business records of Seller as are from time to time then retained by Buyer.

8.3 License of Name. Buyer hereby grants to Seller the right to continue using the "Ethentica Debtor In Possession" name from and after the Closing to the extent reasonably required to liquidate Seller's other assets not purchased by Buyer and to wind up its affairs, including, but not limited to, matters arising out of or relating to Seller's Chapter 11 Case. Seller shall have no right to use the "Ethentica Debtor In Possession" name for any other purpose or for any period of time longer than that reasonably required to accomplish the purposes set forth in the immediately preceding sentence.

ARTICLE IX:

TAX MATTERS

9.1 Cooperation and Records Retention. From time to time, Seller and Buyer shall permit reasonable access, and shall cause their respective accountants and other representatives to permit reasonable access by each other, to the information that they or their accountants or other representatives have within their control and that may be reasonably necessary in connection with the preparation of any Return or the examination by any taxing authority or other administrative or judicial proceeding relating to any Return. Seller and Buyer shall retain or cause to be retained, until the applicable statutes of limitations (including any

extensions) have expired (or sooner if authorized by an order of the Bankruptcy Court and Seller first provides Buyer with reasonable notice of the information to be destroyed and a reasonable opportunity to take possession of such information if Buyer so elects), copies of all Returns for all tax periods beginning before the Closing Date, together with supporting work schedules and other records or information that may be relevant to such Returns.

9.2 Tax Elections and Permits. No new elections with respect to Taxes, or any changes in current elections with respect to Taxes, affecting the Assets shall be made by Seller after the date of this Agreement without the prior written consent of Buyer.

9.3 Sales and Transfer Taxes. Seller shall bear the responsibility for payment of taxes in the event that any sales, transfer or similar tax is imposed against Seller or Buyer as a result of the transactions contemplated hereby. Seller and Buyer shall mutually cooperate in order to minimize Seller's tax obligations resulting from the transactions contemplated hereby.

ARTICLE X:

BUYER'S CONDITIONS TO CLOSING

The obligation of Buyer to consummate the purchase of the Assets and the other transactions contemplated by this Agreement shall be subject to the fulfillment to Buyer's sole and absolute discretion of each of the following conditions:

10.1 Closing Documents. Seller shall have delivered all documents required, hereunder to be delivered by it at Closing, in each case in form and substance satisfactory to Buyer.

10.2 Approval of Bankruptcy Court. The Bankruptcy Court shall have entered the Sale Order.

ARTICLE XI:

SELLER'S CONDITIONS TO CLOSING

The obligation of Seller to consummate the sale of the Assets and the other transactions contemplated by this Agreement shall be subject to the fulfillment to Seller's sole and absolute discretion of each of the following conditions:

11.1 Deposit. Buyer shall have deposited, simultaneously with the execution of this Agreement, the sum of \$25,000.00, to be held in escrow by Seller's attorneys and not released to Seller until the Closing. Such deposit shall be returned to Buyer if this Agreement is terminated under Section 13.1 for any reason.

11.2 Closing Documents. Buyer shall have delivered any documents required to be delivered by it at Closing, in each case in form and substance reasonably satisfactory to Seller.

11.3 Approval of Bankruptcy Court. The Bankruptcy Court shall have entered the Sale Order.

ARTICLE XII:

DOCUMENTS TO BE DELIVERED AT CLOSING

12.1 Documents to be Delivered by Seller. At the Closing, Seller shall:

(a) Deliver to Buyer a certified copy of the Sale Order;

(b) Execute and deliver to Buyer (or its assigns) any and all instruments of sale, assignment and transfer and other documents reasonably requested by Buyer, including without limitation, a Bill of Sale in the form of Exhibit "1" hereto, in order to effect the transfer of the Assets to Buyer, or otherwise to facilitate the transactions contemplated hereby, such instruments to include, but not be limited to:

(c) Deliver to Buyer a "bring-down" certificate executed by an officer of Seller, and a certificate of incumbency and copy of the resolutions adopted by the Board of Directors of Seller, authorizing the execution and delivery of this Agreement and the other transactions contemplated hereby, duly certified as of the Closing Date by an officer of Seller; and

(d) To the extent any consents or approvals shall be necessary to any of the transactions herein contemplated, or to the sale of the Assets, Seller shall deliver to Buyer upon request copies of all such consents or approvals to the extent obtained by Seller.

12.2 Documents to be Delivered by Buyer. At the Closing, Buyer shall:

(a) Deliver to Seller a "bring-down" certificate executed by an officer of Buyer, and a certificate of incumbency and copy of the resolutions adopted by the Board of

Directors of Buyer, authorizing the execution and delivery of this Agreement and the other transactions contemplated hereby, duly certified as of the Closing Date by an officer of Buyer;

(b) To the extent any consents or approvals shall be necessary to any of the transactions herein contemplated, or to the sale of Assets, Buyer shall deliver to Seller upon request copies of all such consents or approvals to the extent obtained by Buyer.

ARTICLE XIII:

TERMINATION OF AGREEMENT

13.1 Termination. Anything in this Agreement to the contrary notwithstanding, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing:

- (a) by mutual written consent of Buyer and Seller;
- (b) upon written notice from Buyer to Seller (i) at any time prior to February 18, 2002 for any reason whatsoever or for no reason, or (ii) after February 18, 2002, if any of the conditions precedent to Buyer's obligations hereunder shall have become incapable of fulfillment through no fault of Buyer;
- (c) upon written notice from Seller to Buyer if any of the conditions precedent to Seller's obligations hereunder shall have become incapable of fulfillment through no fault of Seller; or
- (d) upon written notice from either party to the other party hereto if the Closing does not occur by February 28, 2002 (unless the failure to consummate the purchase and sale of the Assets by such date shall be due to the action or failure to act of the party seeking to terminate this Agreement or any affiliate thereof).

13.2 Effect of Termination. If this Agreement is terminated and the transactions contemplated hereby are abandoned pursuant to Section 13.1, then the parties shall not be obligated to proceed with the Closing and this Agreement shall be of no effect, except for the provisions of this Article 13 and Article 14, below (relating to, among other things, notices, contract construction and effect); provided, however, that such termination shall not affect the right of any party to bring an action against another party for a breach occurring prior to the termination or for a wrongful termination; provided, further, that, if this Agreement is terminated and Buyer is prepared to close (or would be prepared to close but for a breach of this Agreement by Seller), and the Assets are not sold to Buyer due to a the approval by the Bankruptcy Court of a higher and better offer for the Assets, then Buyer shall be paid the "Topping Fee" as set forth in the Letter of Intent dated November 16, 2001. If this Agreement is terminated under 13.1 above, any deposit made by the Buyer hereunder shall be returned to the Buyer.

ARTICLE XIV:

MISCELLANEOUS

14.1 Notices. Any notices or other communications required or permitted hereunder (including, by way of illustration and not limitation, any notice permitted or required under Article 13 hereof) to any party hereto shall be sufficiently given when delivered in person, or when sent by certified or registered mail, postage prepaid, or one business day after dispatch of such notice with an overnight delivery service, or when delivered via facsimile and a confirmation of delivery of such facsimile is received by the sender, in each case addressed as follows:

In the case of Buyer:

Topspin Partners, L.P.
Three Expressway Plaza
Roslyn Heights, New York 11577
Attn: Paul G. Lowell, Managing Director
Facsimile: (516) 625-9499

With a copy to:

Alan C. Ederer, Esq.
Westerman Ball Ederer Miller & Sharfstein, LLP
170 Old Country Road
Fourth Floor
Mineola, New York 11501
Facsimile: (516) 977-3056

In the case of Seller:

Ethentica, Inc.
c/o Howard F. Kline, Esq.
7 Saratoga
Dove Canyon, California 92679
Facsimile: (949) 767-5611

With a copies to:

Winthrop Couchot Professional Corporation
3 Civic Plaza, Suite 280
Newport Beach, California 92660
Attn: Richard H. Golubow, Esq.
Facsimile: (949) 720-4111

and

Mark O'Hare
c/o Howard F. Kline, Esq.
7 Saratoga
Dove Canyon, California 92679

or such substituted address or attention as any party shall have given notice to the others in writing in the manner set forth in this Section 14.1.

14.2 Amendment. This Agreement may be amended or modified in whole or in part only by an agreement in writing executed by all parties hereto and making specific reference to this Agreement.

14.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single agreement. It shall not be necessary that all signatures appear on every counterpart so long as each party executes at least one counterpart.

14.4 Binding on Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns in accordance with the terms hereof. Seller may not assign its interest under this Agreement without the prior written consent of Buyer. Buyer shall have the right to designate any subsidiary and/or affiliate of Buyer to acquire any of the Assets and in the event of such designation, Buyer shall have no further liability hereunder.

14.5 Severability. In the event that any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement and any other application thereof shall not in any way be affected or impaired thereby; provided, however, that to the extent permitted by applicable law, any invalid, illegal, or unenforceable provision may be considered for the purpose of determining the intent of the parties in connection with the other provisions of this Agreement.

14.6 Publicity. Any public announcements concerning the transaction contemplated by this Agreement shall be planned and released by Buyer, and Seller shall not act in this regard without the prior written approval of Buyer, which approval shall not be unreasonably withheld. This Section shall not impair any regulatory or fiduciary duties of Seller.

14.7 Headings. The headings in the sections and subsections of this Agreement and in the Schedules are inserted for convenience only and in no way alter, amend, modify, limit or restrict the contractual obligations of the parties.

14.8 Expenses. Except to the extent otherwise provided in this Agreement, Seller and Buyer each shall bear its own expenses incurred in connection with this Agreement and the transactions herein contemplated, including, but not limited to, legal and accounting fees and expenses.

14.9 Waivers. The parties may, by written agreement, (a) extend the time for the performance of any of the obligations or other acts of the parties hereto, (b) waive any inaccuracies in the representations contained in this Agreement or in any document delivered pursuant to this Agreement, (c) waive compliance with, or modify, any of the covenants or conditions contained in this Agreement, and (d) waive or modify performance of any of the obligations of any of the parties hereto; provided, that no such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall operate as a

waiver of, or an estoppel with respect to, any subsequent insistence upon such strict compliance other than with respect to the matter so waived or modified.

14.10 Entire Agreement; Law Governing. All prior negotiations and agreements between the parties hereto are superseded by this Agreement, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein or in a Schedule delivered pursuant hereto, except as modified in writing concurrently herewith or subsequent hereto. This Agreement shall be governed by and construed and interpreted according to the internal laws of the State of California, determined without reference to conflicts of law principles.

14.11 Return of Deposit. Seller acknowledges and agrees that in the event that this Agreement is terminated under Section 13.1 hereof, the \$25,000 deposit will be returned to Buyer immediately upon such termination.

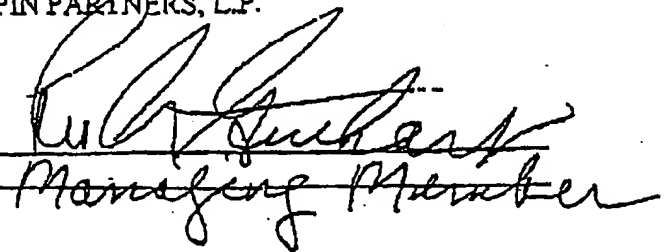
14.12 Further Assurances. Seller shall execute such documents as may be reasonably requested by Buyer in order to effect the transactions contemplated by this Agreement. Seller shall obtain releases of liens or UCC termination statements from each creditor having a lien on the Assets prior to distributing any proceeds of the sale contemplated by this Agreement to such creditor.

IN WITNESS WHEREOF, the Seller and Buyer have caused this Asset Purchase Agreement to be executed on their behalf by their duly authorized officers and/or representatives, as of the day and year first above written.

TOPSPIN PARTNERS, L.P.

By

Its


Managing Member

ETHENTICA, INC.

By

Its

X:\spinet\TOPSPIN\ETHENTICA\B- and C-headers\asset purchase agreement 1-27-02.doc

IN WITNESS WHEREOF, the Seller and Buyer have caused this Asset Purchase Agreement to be executed on their behalf by their duly authorized officers and/or representatives, as of the day and year first above written.

TOPSPIN PARTNERS, L.P.

By _____
Its _____

ETHENTICA, INC.

By M. L. O'Hara
Its PRESIDENT and CEO

SCHEDULE 5

ETHENTICA PATENT LIST

Title	Jurisdiction	Application No.
Relief Object Sensor Adaptor	United States of America	09/435,011
Imaging Device for Relief Object and System and Method of Using the Image Device	Patent Cooperation Treaty	US00/11544
Imaging Device for Relief Object and System and Method of Using the Image Device	United States of America	09/558,634
Planar Optical Image Sensor and System for Generating an Electronic Image of a Relief Object for Fingerprint Reading	Patent Cooperation Treat	US00/09008
Planar Optical Image Sensor and System for Generating an Electronic Image of a Relief Object for Fingerprint Reading	United States of America	09/477,943
Biometric Sensor	United States of America	09/804,683
Biometric Sensor	Patent Cooperation Treaty	US01/07860
Biometric Sensor	United States of America	09/804,684
Server-Side Implementation of a Cryptographic System	United States of America	09/666,519
Trust Arbitrage in Cryptographic Authentication	Patent Cooperation Treaty	US00/25754
Trust Arbitrage in Cryptographic Authentication	United States of America	09,655,756
Cryptographic Server with Provisions for Interoperability between Cryptographic Systems	Patent Cooperation Treaty	US/25816
Cryptographic Server with Provisions for Interoperability between Cryptographic Systems	United States of America	09,666,647
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Australia	15976/99
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Canada	2309956

Title	Jurisdiction	Application No.
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	China	98813272.9
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	European Patent Office	98960366.7
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Japan	2000-522552
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Korea, Republic of	2000-7005708
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Malaysia	P19805367
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Philippines	1-1998-03107
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Russian Federation	
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	South Africa	98/10848
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Taiwan	87119646
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Thailand	047395
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	United States of America	09/066,625
Electronic Commerce with Cryptographic Authentication	Patent Cooperation Treaty	US00/25814

Exhibit 1

Page 45

Title	Jurisdiction	Application No.
Electronic Commerce with Cryptographic Authentication	United States of America	09/666,378
Electroluminescent Fingerprint Apparatus and Method	European Patent Office	98930210.4
Relief Object Image Generator	Australia	92129/98
Relief Object Image Generator	Canada	2301621
Relief Object Image Generator	China	98813678.3
Relief Object Image Generator	European Patent Office	98944629.9
Relief Object Image Generator	Japan	2000-510374
Relief Object Image Generator	Korea, Republic of	2000-7002390
Relief Object Image Generator	Malaysia	P19804058
Relief Object Image Generator	Philippines	1-1998-02275
Relief Object Image Generator	South Africa	97/11538
Relief Object Image Generator	Taiwan	86118101
Relief Object Image Generator	Thailand	045825
Integrated Oled Backlight for Planar Optical Contact Fingerprint Sensor	United States of America	60/244,759
Biometric Sensor	United States of America	29/132,771
System and Method of Lighting a Biometric Sensor	United States of America	60/234,635
Context Sensitive Dynamic Authentication in a Cryptographic System	Patent Cooperation Treaty	US00/25748
Context Sensitive Dynamic Authentication in a Cryptographic System	United States of America	09/666,377
Electroluminescent Fingerprint Apparatus and Method	United States of America	08/883,154
Relief Object Image Generator	United States of America	08/926,277

Exhibit

Date

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Title	Jurisdiction	Application No.
Electroluminescent Fingerprint Apparatus and Method	United States of America	09/401,480
Ethentica	China	2001011598
Ethentica	European Community	2047157
Ethentica	Hong Kong	200102145
Ethentica	Japan	2001-003640
Ethentica	Korea, South	41-2001-1027
Ethentica	Norway	200101094
Ethentica	Switzerland	00574/2001
Ethentica	Taiwan	90001831
Ethentica	United States of America	76/094,544
Ethenticate	United States of America	76/094,507
Ethentication	United States of America	76/094,508
Ethenticator	China	2001011599
Ethenticator	European Community	2047363
Ethenticator	Hong Kong	2001/02146
Ethenticator	Japan	2001-003638
Ethenticator	Korea, South	40-2001-2363
Ethenticator	Norway	200101095
Ethenticator	Switzerland	00575/2001
Ethenticator	Taiwan	90001829
Ethenticator	United States of America	76/094,529
Securing Your Digital World	China	2001011597
Securing Your Digital World	European Community	2046613
Securing Your Digital World	Hong Kong	2001/02144

Exhibit _____

Title	Jurisdiction	Application No.
Securing Your Digital World	Japan	2001-003639
Securing Your Digital World	Korea, South	41-2001-1026
Securing Your Digital World	Norway	200101093
Securing Your Digital World	Switzerland	00573/2001
Securing Your Digital World	Taiwan	90001830
Securing Your Digital World	United States of America	76/094,502
Tactilesense	Australia	823409
Tactilesense	Brazil	822449021
Tactilesense	Canada	1,046,224
Tactilesense	China	200016801
Tactilesense	European Community	1,503,176
Tactilesense	Hong Kong	2000/02655
Tactilesense	Japan	2000-11133
Tactilesense	Korea, South	40-2000-5967
Tactilesense	Mexico	410,685
Tactilesense	Taiwan	89007131
Tactilesense	United States of America	75/775,899

1 MARC J. WINTHROP - State Bar No. 63218
2 RICHARD H. GOLUBOW - State Bar No. 160434
3 CHARLES LIU - State Bar No. 190513
4 WINTHROP COUCHOT
PROFESSIONAL CORPORATION
3 Civic Plaza, Suite 280
Newport Beach, CA 92660

5 Telephone: (949) 720-4100
6 Facsimile: (949) 720-4111

7 General Insolvency Counsel to
Debtor and Debtor-in-Possession

9 UNITED STATES BANKRUPTCY COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11 SANTA ANA DIVISION
12

13 In re

14 ETHENTICA, INC., a Delaware
15 corporation, fdba Who? Vision Systems,
16 Inc,

17
18 Debtor and
19 Debtor-in-Possession.
20
21

Case No.: SA 01-14523 JB

Chapter 11 Proceeding

[PROPOSED] ORDER APPROVING:

- (1) THE SALE OF SUBSTANTIALLY
ALL OF THE DEBTOR'S ASSETS
FREE AND CLEAR OF LIENS,
CLAIMS, AND INTERESTS
PURSUANT TO 11 U.S.C. § 363; AND
(2) ASSUMPTION AND ASSIGNMENT
OF EXECUTORY CONTRACTS AND
UNEXPIRED LEASES

DATE: February 13, 2002

TIME: 10:00 a.m.

PLACE: Courtroom 6D
411 West Fourth Street
Santa Ana, CA 92701

FILED

FEB 13 2002

CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

ENTERED

FEB 13 2002

CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

1 in all respects and (a) the sale of the Assets' is approved and authorized under section 363 of
2 Bankruptcy Code, and (b) the assumption and assignment of the Assigned Contracts is approved
3 and authorized under section 365 of the Bankruptcy Code.

4 4. The Debtor is authorized, directed and empowered to execute, deliver and perform
5 the Asset Purchase Agreement and all agreements and documents contemplated thereby, and (a) to
6 sell to Buyer all of its right, title and interest in and to the Assets, as is, where is, free and clear of
7 any and all liens, claims, encumbrances, mortgages, security interests, demands, options, rights,
8 restrictions, charges, taxes, obligations, assessments, covenants, title defects, pledges,
9 encroachments, as well as any other interests or burden of any kind whether arising prior to or
10 subsequent to the commencement date of this bankruptcy case, and whether imposed by
11 agreement, understanding, law, equity or otherwise in such property (collectively, "Claims"), and
12 (b) to assume and assign to Buyer all of the Debtor's right, title and interest in and to the Assigned
13 Contracts pursuant to section 365 of the Bankruptcy Code.

14 5. ---The consideration to be paid by Buyer for the purchase of the Assets shall be (a) the
15 payment of in cash or by wire transfer of immediately available funds at the Closing,
16 which shall be deposited into a segregated trust account of Winthrop Couchot Professional
17 Corporation (the "Winthrop Account") plus (b) any and all amounts required to cure any allowed
18 prepetition defaults under the Assigned Contracts, which cure amounts shall be paid directly by
19 Buyer to the parties to the Assigned Contracts; the cure amounts and the terms and conditions of
20 payment of same must be acceptable to Buyer in its sole and absolute discretion (the "Purchase
21 Price"). Any deposit provided by Buyer to the Debtor under the terms and conditions of any letter
22 of intent or otherwise, shall be held in the Winthrop Account and credited against the Purchase
23 Price.

24 6. The sale of the Assets to Buyer does not include the assets described and identified
25 in the Asset Purchase Agreement as "Excluded Assets".
26
27
28

Unless otherwise defined herein, the definitions of the capitalized terms set forth herein are as set forth in the Asset Purchase Agreement.

1 7. Except for certain monetary defaults set forth in the Asset Purchase Agreement and
2 any defaults of a kind which are rendered unenforceable by sections 365(b)(2), 365(e)(1), and
3 365(f)(1) of the Bankruptcy Code, the Debtor is not in default under any of the Assigned
4 Contracts. The monetary defaults for the Assigned Contracts described and set forth in the Asset
5 Purchase Agreement shall be cured by Buyer at Closing or upon such terms as may be agreed to
6 between Buyer and the parties to the Assigned Contracts.

7 8. The Assigned Contracts, upon assignment to Buyer, shall be deemed to be valid,
8 binding, in full force and effect and enforceable in accordance with their terms, subject to the
9 provisions of the Asset Purchase Agreement, this Order and the payment of the monetary defaults
10 set forth in the Asset Purchase Agreement.

11 9. Any party to any of the Assigned Contracts who receives payment of the monetary
12 defaults due under its particular Assigned Contract described in the Asset Purchase Agreement, or
13 who reaches an agreement with Buyer with respect to the payment of same, is forever barred from
14 raising or asserting any claim against Buyer, any default or breach under, or any claim or
15 pecuniary loss arising under or related to the Assigned Contracts as of the date of this Order and
16 continuing through and including the date of the Closing.

17 10. Pursuant to sections 105 and 363 of Bankruptcy Code, the Debtor transfers good
18 and marketable title in and to all of the Assets to Buyer, and the Assets shall be sold, and upon the
19 Closing shall be, free and clear of all Claims, with all such Claims, including, without limitation,
20 the first priority secured claim of VennWorks, LLC (the "Vennworks Claim") and the alleged
21 claims of Hewlett Packard, and Knobbe Martens Olson & Bear, which claims shall attach to the
22 net proceeds of the sale of the Assets on deposit in the Winthrop Account, with VennWorks
23 holding Claim in the order of their priority, with the same validity, force and effect which they
24 now have as against the Assets. Not later than two (2) business days after the Closing, the Debtor
25 shall deliver to VennWorks, LLC, a cashier's check or wire transfer in either case, pursuant to
26 VennWorks, LLC's written instruction, in the amount of [REDACTED] VennWorks has alleged
27 that the full outstanding balance due and owing on account of VennWorks Claim is in the amount
28 of \$ [REDACTED] (as of February 13, 2002) plus \$28.26 per diem from and after February 13, 2002

1 until the date of delivery of the cashier's check or wire transfer as the case may be. VennWorks,
2 LLC will accept [REDACTED] in full satisfaction of the VennWorks Claim so long as a cashier's check
3 or wire transfer is delivered on or before February 18, 2002. In the event that a cashier's check or
4 wire transfer is not delivered on or before February 18, 2002, then the Debtor shall pay
5 VennWorks [REDACTED] plus interest at a per diem amount of \$28.26 from February 13, 2002
6 through the date of payment. VennWorks, LLC shall deliver a termination statement to the Debtor
7 or Buyer (as they direct) concurrently with full payment of the VennWorks Claim.

JNB 8 ~~11. All persons holding Claims with respect to Assets shall be, and they hereby are,~~
9 ~~forever barred from asserting such Claims against Buyer, and its successors and assigns, or the~~
10 ~~Assets~~

11 12. At the Closing, the Debtor will deliver to the Buyer all documents required to be
12 delivered by it under the Asset Purchase Agreement, including, without limitation, (a) an executed
13 copy of an instrument of assignment and/or bill of sale, in form and substance acceptable to Buyer,
14 in the form attached hereto as Exhibit "2", assigning and/or transferring the Assets to Buyer, as is,
15 where is, free and clear of any and all Claims; and (b) evidence satisfactory to Buyer of the release
16 and termination of any and all Claims against or in the Assets.

17 13. The Debtor shall take such actions and expend such funds as may be necessary to
18 effectuate the terms of the Asset Purchase Agreement, including, without limitation, with respect
19 to the assumption and assignment of the Assigned Contracts, this Order and all transactions related
20 thereto.

21 14. Buyer is hereby determined to be a "good faith" purchaser under section 363 (m) of
22 the Bankruptcy Code in connection with the purchase of the Assets and assumption and
23 assignment of the Assigned Contracts, and shall be entitled to the protections afforded to a "good
24 faith" purchaser under section 363 (m) of the Bankruptcy Code.

25 15. In the absence of any stay pending appeal, in the event that the parties to the Asset
26 Purchase Agreement consummate the transactions contemplated by the Asset Purchase Agreement
27 and this Order while an appeal from this Order is pending, such parties shall be entitled to rely on
28 the protections of section 363(m) of the Bankruptcy Code.

1 16. All persons and entities who are currently, or on the date of the Closing may be in
2 possession of some or all of the Assets, are hereby directed to surrender possession of the Assets to
3 Buyer on the date of the Closing.

4 17. From and after the date of this Order, the Debtor, its creditors, other parties in
5 interest and each of them shall not take or cause to be taken any action that would interfere with
6 the transfer of the Assets to Buyer in accordance with the terms of this Order and the Asset
7 Purchase Agreement.

8 18. This Order shall (a) be effective as a determination that upon the Closing, all
9 Claims against, in and to the Assets prior to the date of the Closing have been unconditionally
10 released, discharged, extinguished and terminated and that the conveyances described in this Order
11 and in the Asset Purchase Agreement have been effected; and (b) be binding upon and govern the
12 acts of all entities and persons, including, without limitation, all filing agents, filing officers, title
13 agents, title companies, administrative agencies, governmental units, federal, state, and local
14 officers and officials, and all other persons and entities who may be required by operation of law,
15 the duties of office or contract, to accept, file, register or otherwise record or release any
16 documents or instruments, or who may be required to report or insure any title or state of title in
17 or to any of the Assets.

18 19. The provisions of this Order shall be self-executing, and each and every federal,
19 state or local governmental unit shall be, and hereby is, directed to accept this Order as authorizing
20 the Debtor, Buyer and their agents to consummate the transactions authorized and approved by
21 this Order, including the sale of the Assets and the assumption and assignment of the Assigned
22 Contracts. No further approval, consent, license, record keeping, notice and the like of any such
23 federal, state or local governmental unit is required to effectuate, consummate and implement the
24 transactions authorized and approved by this Order, including the sale of the Assets and the
25 assumption and assignment of the Assigned Contracts.

26 ~~20. Pursuant to Section 1146(c) of the Bankruptcy Code, the sale of the Assets is~~
27 ~~exempt from any and all transfer taxes, recording taxes, stamp taxes, sales taxes and similar taxes~~
28 ~~imposed upon such sale or transfer under any federal, state, or local law.~~

1 21. Except as to VennWorks, LLC, if any person or entity that asserts and/or holds a
2 Claim or other interest in the Assets, including, without limitation, a person or entity who has filed
3 financing statements or other documents or agreements evidencing Claims in or against the Assets,
4 shall not have delivered to the Debtor (or to such persons as the Debtor shall have directed) prior
5 to the Closing, in proper form for filing and executed by appropriate persons, termination
6 statements, instruments of satisfaction, or releases of all Claims or other interests which the person
7 or entity has with respect to the Assets, the Debtor and Buyer shall be and hereby are authorized to
8 execute and file such statements, instruments, releases and other documents on behalf of the
9 person or entity with respect to the Assets.

10 22. On the terms and subject to the conditions set forth in the Asset Purchase
11 Agreement and this Order, at the Closing, Buyer shall assume from the Debtor and thereafter pay,
12 perform or discharge in accordance with their respective terms, only the Assumed Liabilities.
13 Pursuant to the Asset Purchase Agreement and this Order, Buyer does not, and shall not assume
14 and/or be liable for, accept, agree to perform, pay, discharge or indemnify the Debtor against or
15 otherwise have any responsibility for, any liabilities, obligations, claims, and commitments of or
16 against the Debtor, whether the same are known or unknown, existing, contingent upon future
17 events or circumstances, accrued, funded, unfunded, fixed, or otherwise. ~~Buyer shall not be~~
18 ~~considered a successor to the Debtor by reason of any theory of law or equity, and Buyer shall~~
19 have no liability except as expressly provided in the Asset Purchase Agreement for any liability of
20 the Debtor, whether or not arising prior to or after the date of the Closing.

21 23. The failure of this Order to include specific reference to any particular provision of
22 the Asset Purchase Agreement shall not diminish or impair the effect of such provision, it being
23 the intent of the Court that the Asset Purchase Agreement shall be authorized and approved in its
24 entirety by this Order.

25 24. As allowed by Bankruptcy Rule 8005, and notwithstanding Bankruptcy Rule 7062,
26 this Order shall be effective and enforceable immediately upon its entry.
27
28

25. Pursuant to section 365(k) of the Bankruptcy Code, the assignment of the Assigned Contracts to Buyer will relieve Debtor and its bankruptcy estate from any liability for any breach thereof occurring after such assignment.

26. This Order shall be binding upon and inure to the benefit of any successors and assigns of the Debtor or Buyer, including without limitation, any trustee appointed for the Debtor in this chapter 11 case or any converted chapter 7 or subsequent case.

27. Nothing in this Order is intended to approve or disapprove of any request for a commission or broker's fee in connection with the sale of Assets.

28. Without in any manner limiting the scope of this Court's jurisdiction, this Court shall retain sole and exclusive jurisdiction to resolve any and all matters or disputes arising under or relating to the Asset Purchase Agreement, the sale of the Assets, the assumption and assignment of the Assigned Contracts, this Order and the implementation of this Order.

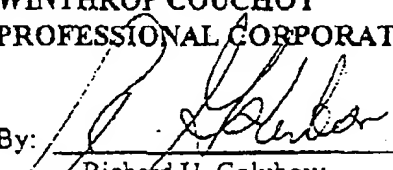
Dated: FEB 13 2002, 2002

JAMES N. BARR

THE HONORABLE JAMES N. BARR
UNITED STATES BANKRUPTCY JUDGE

Submitted By:

WINTHROP COUCHOT
PROFESSIONAL CORPORATION

By: 
Richard H. Golubow
General Insolvency Counsel to
Debtor and Debtor-in-Possession

BILL OF SALE

This BILL OF SALE ("Bill of Sale") is made this 22nd day of February, 2002 by and between Ethentica, Inc. a Delaware corporation ("Seller"), and Security First Corp., a Delaware corporation ("Buyer").

RECITALS

A. Topspin Partners, L.P. ("Topspin") and Seller entered into that certain Asset Purchase Agreement, dated February 7, 2002 (the "Agreement"), which provides, on the terms and conditions set forth therein, for the sale by Seller and purchase by Topspin or its designee of substantially all assets of Seller as set forth in the Agreement.

B. Topspin has assigned its rights under the Agreement to Seller.

C. This Bill of Sale is being executed and delivered in order to effect the sale of the assets set forth herein as provided in the Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees as follows:

1. **Assignment.** Seller hereby sells, grants, conveys, bargains, transfers, assigns and delivers to Buyer, and to Buyer's successors and assigns, all of Seller's right, title and interest, legal and equitable, throughout the world, in and to the following:

(a) all inventory of raw materials, work in process and finished goods of Seller, and all inventory of packaging and shipping supplies wherever located, as identified on Schedule 1.0 to the Agreement;

(b) all machinery, equipment, vehicles, furniture, fixtures, supplies, accessories, spare parts, tools and other items of tangible personal property, with all assignable warranty rights and operating manuals and keys relating thereto as identified on Schedule 2.0 to the Agreement;

(c) all computers, software, and related property associated with the operation of the Seller's business as identified on Schedule 3.0 to the Agreement;

(d) Seller's internet domain name and all other rights of any kind associated with Seller's on-line business, including, to the extent assignable, all rights with respect to internet service providers, third party linking sites and all rights of Seller to owned and/or licensed proprietary, customized and mass market computer software and all computer hardware appropriate for the continued operation of Seller's on-line business as identified on Schedule 4.0 to the Agreement;

(e) all of Seller's patents, patent applications and patent disclosures; all inventions (whether or not patentable and whether or not reduced to practice); all trademarks, service marks, trade dress, trade names and corporate names (including without limitation the name "Ethentica") and all the goodwill associated therewith; all registered and unregistered statutory and common law copyrights; all registrations, applications, renewals or common law rights for any of the foregoing; all trade secrets, confidential information, ideas, formulas (whether developed or under development), know-how, manufacturing and production processes and techniques, research information, specifications, designs, plans, improvements, proposals, technical and computer data, documentation and software, financial, business and marketing plans, customer and supplier lists and related information, marketing materials, employee training materials, and product ideas under development (including those related to future promotions and product launches); to the extent transferable, all license rights with respect to intellectual property of third parties; to the extent transferable, all of Seller's rights under all confidentiality agreements, non-disclosure agreements, invention assignment agreements and similar agreements executed between Seller and any employee, consultant or agent of Seller or any other third party with respect to any intellectual property right of Seller described in this Section, and all other intellectual property rights of Seller as identified on Schedule 5.0 to the Agreement;

(f) Seller's catalogs, price lists, mailing lists, subscription lists, customer and supplier lists and all other information as to sources of any kind associated with its merchandising business; including, without limitation, all databases containing such information, that pertain to or are necessary to operate the Seller's business and, to the extent assignable, all owned and/or licensed proprietary, customized and mass market computer software and all computer hardware;

(g) copies of books and records, correspondence, files and computer programs and data and databases relating to the Business reasonably required by the Buyer;

(h) all of the Seller's executory contracts that the Buyer seeks to assume and Seller shall seek to assume and assign to Buyer pursuant to Bankruptcy Code Section 365, as identified on Schedule 8.0 to the Agreement;

(i) All records and files pertaining to Seller's business, customers and suppliers, including, without limitation, all supplier, vendor, customer and agency lists, all sales data (including retail prices, product costing and product movement), correspondence with customers, customer files and account histories, and records of purchases from and correspondence with suppliers, but not including the corporate minute books of Seller; and

(j) Any and all other assets of Seller relating to its business which are not specifically identified at paragraphs above and which are not designated as Excluded Assets under the Agreement.

2. **Further Assurances.** Seller agrees that it will, at Buyer's request at any time and from time to time after the date hereof and without further consideration, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and other instruments and assurances as may be considered by Buyer, its successors and assigns, to be necessary or proper to better effect the sale, conveyance, transfer, assignment, assurance, confirmation and delivery of ownership of the assets described herein to Buyer.

3. **Amendment or Termination; Successors and Assigns.** This Bill of Sale may not be amended or terminated except by a written instrument duly signed by each of the parties hereto. This Bill of Sale shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

4. **No Third Parties.** Nothing in this Bill of Sale, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Buyer and Seller, their successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of the Buyer and Seller, their successors and assigns.

5. **Construction.** This Bill of Sale, being further documentation of the conveyances, transfers and assignments provided for in and by the Agreement, neither supersedes, amends, or modifies any of the terms or provisions of the Agreement nor does it expand upon or limit the rights, obligations or warranties of the parties under the Agreement. In the event of a conflict or ambiguity between the provisions of this Bill of Sale and the Agreement, the provisions of the Agreement will be controlling.

6. **Governing Law.** The rights and obligations of the parties under this Bill of Sale will be construed under and governed by internal laws of the State of California, determined without reference to conflicts of law principles.

7. **Counterparts.** This Bill of Sale may be executed in one or more counterparts and by facsimile, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the
date first written above.

SELLER:
ETHENTICA, INC.

BUYER:
SECURITY FIRST CORP.

By: Mark S. O'Hare
Name: Mark S. O'Hare

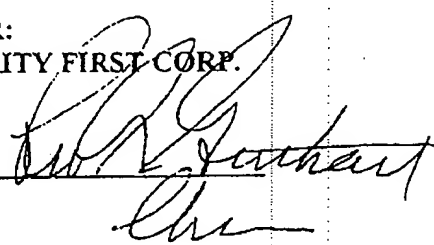
By: _____
Name: _____

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the
date first written above.

SELLER:
ETHENTICA, INC.

BUYER:
SECURITY FIRST CORP.

By: _____
Name:

By: 
Name:

SCHEDULE 5

ETHENTICA PATENT LIST

Title	Jurisdiction	Application No.
Relief Object Sensor Adaptor	United States of America	09/435,011
Imaging Device for Relief Object and System and Method of Using the Image Device	Patent Cooperation Treaty	US00/11544
Imaging Device for Relief Object and System and Method of Using the Image Device	United States of America	09/558,634
Planar Optical Image Sensor and System for Generating an Electronic Image of a Relief Object for Fingerprint Reading	Patent Cooperation Treaty	US00/09008
Planar Optical Image Sensor and System for Generating an Electronic Image of a Relief Object for Fingerprint Reading	United States of America	09/477,943
Biometric Sensor	United States of America	09/804,683
Biometric Sensor	Patent Cooperation Treaty	US01/07860
Biometric Sensor	United States of America	09/804,684
Server-Side Implementation of a Cryptographic System	United States of America	09/666,519
Trust Arbitrage in Cryptographic Authentication	Patent Cooperation Treaty	US00/25754
Trust Arbitrage in Cryptographic Authentication	United States of America	09,655,756
Cryptographic Server with Provisions for Interoperability between Cryptographic Systems	Patent Cooperation Treaty	US/25816
Cryptographic Server with Provisions for Interoperability between Cryptographic Systems	United States of America	09,666,647
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Australia	15976/99
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Canada	2309956

Title	Jurisdiction	Application No.
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	China	98813272.9
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	European Patent Office	98960366.7
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Japan	2000-522552
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Korea, Republic of	2000-7005708
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Malaysia	P19805367
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Philippines	1-1998-03107
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Russian Federation	
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	South Africa	98/10848
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Taiwan	87119646
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Thailand	047395
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	United States of America	09/066,625
Electronic Commerce with Cryptographic Authentication	Patent Cooperation Treaty	US00/25814

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Title	Jurisdiction	Application No.
Electronic Commerce with Cryptographic Authentication	United States of America	09/666,378
Electroluminescent Fingerprint Apparatus and Method	European Patent Office	98930210.4
Relief Object Image Generator	Australia	92129/98
Relief Object Image Generator	Canada	2301621
Relief Object Image Generator	China	98813678.3
Relief Object Image Generator	European Patent Office	98944629.9
Relief Object Image Generator	Japan	2000-510374
Relief Object Image Generator	Korea, Republic of	2000-7002390
Relief Object Image Generator	Malaysia	P19804058
Relief Object Image Generator	Philippines	1-1998-02275
Relief Object Image Generator	South Africa	97/11538
Relief Object Image Generator	Taiwan	86118101
Relief Object Image Generator	Thailand	045825
Integrated Oled Backlight for Planar Optical Contact Fingerprint Sensor	United States of America	60/244,759
Biometric Sensor	United States of America	29/132,771
System and Method of Lighting a Biometric Sensor	United States of America	60/234,635
Context Sensitive Dynamic Authentication in a Cryptographic System	Patent Cooperation Treaty	US00/25748
Context Sensitive Dynamic Authentication in a Cryptographic System	United States of America	09/666,377
Electroluminescent Fingerprint Apparatus and Method	United States of America	08/883,154
Relief Object Image Generator	United States of America	08/926,277

Exhibit

Date

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Title	Jurisdiction	Application No.
Electroluminescent Fingerprint Apparatus and Method	United States of America	09/401,480
Ethentica	China	2001011598
Ethentica	European Community	2047157
Ethentica	Hong Kong	200102145
Ethentica	Japan	2001-003640
Ethentica	Korea, South	41-2001-1027
Ethentica	Norway	200101094
Ethentica	Switzerland	00574/2001
Ethentica	Taiwan	90001831
Ethentica	United States of America	76/094,544
Ethenticate	United States of America	76/094,507
Ethentication	United States of America	76/094,508
Ethenticator	China	2001011599
Ethenticator	European Community	2047363
Ethenticator	Hong Kong	2001/02146
Ethenticator	Japan	2001-003638
Ethenticator	Korea, South	40-2001-2363
Ethenticator	Norway	200101095
Ethenticator	Switzerland	00575/2001
Ethenticator	Taiwan	90001829
Ethenticator	United States of America	76/094,529
Securing Your Digital World	China	2001011597
Securing Your Digital World	European Community	2046613
Securing Your Digital World	Hong Kong	2001/02144

Exhibit _____

Title	Jurisdiction	Application No.
Securing Your Digital World	Japan	2001-003639
Securing Your Digital World	Korea, South	41-2001-1026
Securing Your Digital World	Norway	200101093
Securing Your Digital World	Switzerland	00573/2001
Securing Your Digital World	Taiwan	90001830
Securing Your Digital World	United States of America	76/094,502
Tactilesense	Australia	823409
Tactilesense	Brazil	822449021
Tactilesense	Canada	1,046,224
Tactilesense	China	200016801
Tactilesense	European Community	1,503,176
Tactilesense	Hong Kong	2000/02655
Tactilesense	Japan	2000-11133
Tactilesense	Korea, South	40-2000-5967
Tactilesense	Mexico	410,635
Tactilesense	Taiwan	89007131
Tactilesense	United States of America	75/775,899

Exhibit

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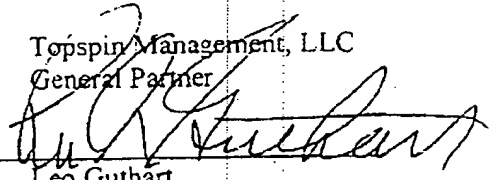
ASSIGNMENT

The undersigned hereby assigns all of its rights under that certain Asset Purchase Agreement, dated as of February 7, 2002, to Security First Corp.

Dated: February 22, 2002

TOPSPIN PARTNERS, L.P.

By: Topspin Management, LLC
General Partner


By: Leo Guthart
Its: Manager

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